UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA

Jam	es Coppedge, sui juris fo		
c/o	ES COPPEDGE, DEBTOR c Ens 52 Barkley Court er, Delaware [19904]	legis	
(Ir	the space above enter the full name(s) of th	ne plaintiff(s).)	
	- against -		
CIT	Y OF PHILADELPHIA	COMPLAINT	
ATT Dep	N: James J. Zwolak, Esq. uty City Solicitor	Jury Trial: ☐ Yes • No	
City of Philadelphia, Law Depart 1401 J.F. K. BLVD., 5th Floor		I Check One)	
Phi	ladelphia, PA 19102		
		The state of the s	
		**	
cannoi please additio listed i	space above enter the full name(s) of the de fit the names of all of the defendants in the write "see attached" in the space above and mal sheet of paper with the full list of names in the above caption must be identical to tho Addresses should not be included here.)	space provided, d attach an s. The names	
I.	Parties in this complaint:	ig.	
A.	List your name, address and telephor number and the name and address of plaintiffs named. Attach additional s	telephone number. If you are presently in custody, include your identification idress of your current place of confinement. Do the same for any additional litional sheets of paper as necessary.	
Plaint	iff Name	James Coppedge, Authorized Representative	
. 144111	Street Address	c/o 52 Barkley Court	
	County, City	Kent County	
	State & Zip Code	Dover, Delaware [19904]	
	Telephone Number	(215) 913–1485	

Rev. 10/2009

Telephone Number

List all defendants. You should state the full name of the defendants, even if that defendant is a government B. agency, an organization, a corporation, or an individual. Include the address where each defendant can be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1

CITY OF PHILADELPHIA JAMES J. ZWOLAK, ESQ. Divisional Deputy City Solicitor City of Philadelphia, Law Department 1401 JFK BLVD, 5TH FL Philadelphia, PA 19102

Defendant No. 2

Defendant No. 3

Defendant No. 4

Basis for Jurisdiction: II.

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases, involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

What is the basis for federal court jurisdiction? (check all that apply) A.

Y Federal Questions

Q Diversity of Citizenship

If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at B.

issue? pursuant to FRCP Rule 60(b)5, UCC 3-603 (b), 3-501, FRCP Rule26(a)(1)(B), HJR-192, P.L. 73-10 (48) Stat.112-113 in consideration of the U.S. CONST, ART, § 10.

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HJR-192. Mr. Zwolak ignoring the law of Public Policy and unlawfully charges JAMES COPPEDGE under the unlawful Article 1 § 10 rather than HJR-192. This is precisely why the			
III. Statement of Claim: State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim is separate paragraph. Attach additional sheets of paper as necessary. A. Where did the events giving rise to you claim(s) occur? In Philadelphia, PA. B. What date and approximate time dis the events giving rise to your claim(s) occur? Years: 2012, 2019, 2020, 2022, and 2023. For more recent dates case are dated for 03/25/22, 11/19/2019, 03/06/2020, 04/14/2020. C. Facts: For many years as you can see I have been addressing issues of debt through the Department of the Treasury. There is never a comment or rebuttal about the discharge utilized. Mr. Zwolak ignoring the law of Public Policy and unlawfully charges JAMES COPPEDGE under the unlawful Article 1 § 10 rather than HJR-192. This is precisely why the			
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Department of the Treasury. There is never a comment or rebuttal about the discharge under			
 close the accounts. No credit was ever applied to the accounts and the BONDS were not returned for error or none acceptance. As for who else saw what happen? My correspondence was" Private and Confidential" and for the General Public. 			

What happened to you?

Who did what?

Was anyone else involved?

Who else saw what happened?

		væ⊈:
IV. Injuries:		
	ne events alleged above, des	cribe them and state what medical treatment, if any,
you required and received.		
IV. Injuries		
Due to the stress of the threat of lo real solution to a wrong pathway, I	osing my homes because I have lost Time, Energy	wful issues I have been unable to sleep well. e of unlawful opponents who misdirect the and health over the years-too many visits to alert and subject to more falls and injury at
V. Relief: State what you want the Court to do	o for you and the amount of	monetary compensation, if any, you are seeking, and
the basis for such compensation.		
V. Relief	19 -	
misdirection. Some of the proper	rties listed are not mine	the Discovery Process, cancel the alleged deb lated under color of law and color of office wi ; i.e., 3737 N. 18 th Street, Philadelphia, PA enforce the penalty of \$500,000.00 USD as the
		į.

Rev. 10/2009

I deciare under penalty of perjury tha	t the foregoing is true and correct.
Signed this 30 day of Jung	, 20 2 3.
	, 20
	Signature of Plaintiff
	Mailing Address 52 Barkley ct
	DOVER DE 19904
	Telephone Number (215) 913-1485
	Fax Number (if you have one)
*	E-mail Address Leojames 520 gmail. com
•	
Note: All plaintiffs named in the caption provide their inmate numbers, pre	n of the complaint must date and sign the complaint. Prisoners must also esent place of confinement, and address.
For Prisoners:	
declare under penalty of perjury that on the his complaint to prison authorities to be material. Eastern District of Pennsylvania.	nis day of, 20, I am delivering ailed to the Clerk's Office of the United States District Court for the
	Signature of Plaintiff:
	Inmate Number

EXHIBITS

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA 601 MARKET STREET PHILADELPHIA, PA 19102

JAMES COPPEDGE	
c/o 52 BARKLEY CT :	
DOVER, DELAWARE [19904]	CASE No.:
Re: 3742 N. 18 TH STREET 19140,	
3739 N. 18 TH STREET 19140,	
3637 N. 21 ST STREET 19140,	
2113 W. Erie Avenue 19140 :	Date: 06/30/2023
CITY OF PHILADELPHIA	
JAMES J. ZWOLAK, ESQ. :	4 RENTAL PROPERTIES
Divisional Deputy City Solicitor	
City of Philadelphia, Law Department	
1401 JFK BLVD, 5 TH FL	
Philadelphia, PA 19102 :	

PETITION FOR RESTRAINING ORDER WITH MOTION FOR DISCOVERY AND DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES AND SALE OF PROPERTY INTERFERENCE PRIOR TO VALIDATION OF PURPORTED DEBTS AND LIENS, under Oath by penalty of purjury, not unsworn, pursuant to FRCP Rule 60(b)5, UCC 3-603 (b), 3-501, FRCP Rule26(a)(1)(B), HJR-192, P.L. 73-10 (48) Stat.112-113 in consideration of the U.S. CONST, ART, § 10.

- 1. The City/CITY is in default for failure of non-response under oath. Current bills have not been sent to me as requested because no corrections of errors were made. This case is **about Negotiable**Instruments, pursuant to Public Policy.
- 2. This Notice is in reference to Default [UCC 3-501 & FRCP Rule 55] of the COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, FIRST JUDICIAL DISTRICT OF PENNSYLVANIA, TRIAL DIVISION-CIVIL where James J. Zwolak, Esquire,

- Divisional Deputy City Solicitor, I.D. No. 57408; City of Philadelphia, Law Department, M.S. B., 1401 JFK BLVD, 5TH FLOOR, Philadelphia, PA 19102. [See Exhibits]
- 3. This notice is in compliance with and under 15 U.S.C §§ 1601, 1692 et Seq. Reference: Account Addresses for the following private properties only: 3742 N. 18th Street, 19140: March Term 2020, 2023T0022: Control # 027221; 3739 N. 18th Street, 19140, March Term 2020, 2023T0021: Control # 027222; 3637 N. 21st 19140, March Term 2020, 2023T0023: Control # 027223 and 2113 W. Erie Avenue, 19140: March Term 2020, 2023T0020: Control # 027220. The above Cases were filed on or about 02/25/2022.

Dear James J. Zwolak, Esq.:

I am in receipt of and conditionally accept for value (honor) your Letters Entitled "Demand for Payment of Debt for Real Estate Tax, Water/Sewer Tax, School Tax and any liens upon the accounts unverified, pursuant to 15 U.S.C. §§ 1601, 1692 et Seq. These unlawful Purported Taxes and Liens may be listed under the addresses above Case Numbers. For the record and let the record show that these alleged debts and liens have been discharge, pursuant to Public Pre-Paid Policy [UCC 3-419] under HJR-192 of June 05, 1933 in consideration of the U.S. Constitution Article 1 § 10. Mr. Zwolak, as Chief of the Division for Debt Collections is responsible for what happens and/or does not happen under his watch.

I have a Sale Contract for Two (2) properties scheduled to close on 07/06 /2023 and 07/10/2023. Unlawful liens and the tender of payments-in-full have not been credited to the accounts and have interfered with the closing dates. It is unlawful to charge under Article 1, § 10.

It has come to my attention on 06/29/2023 that as applied to the above matter, that there may not have been a 'meeting of the minds," that there may be fraud on the alleged contract and/or the alleged contract itself may be an unconscionable contract, or other controversies that may exist within the alleged contract/transaction.

Therefore, I am initiating this private-administrative remedy [under UCC 1-103] to determine such matters and I dispute your claim that alleged debts and liens have not been discharged or satisfied to determine such matters because you have not presented any proof of claim or any correction of errors in your Complains by Affidavit under penalty of perjury per the 'alleged contract,' and without proof of claim as stipulated you must release the lien immediately on the condition that you failed to provide 'Proof of Claim/Facts that the alleged debts were not satisfied by private negotiable instruments.

Furthermore, some of the necessary 'Proof of Claim/Facts' are set out below. This is a failure of the Discovery Process and due Process: to wit

- 1. Proof of Claim that you or your one of your Agents in sending the undersigned the DEMAND FOR PAYMENT OF DEBT notice via the US Mail, does not constitute a mailing a fraudulent claim and /or committing mail fraud (Title 13, See 1331 USC).
- 2. Proof of Claim that the Negotiable Instruments Law was not designed to cover commercial paper, (which) is the currency. [See La. Stat. Ann –RS, 71et seq/;LSA-CC/. Art 2139 and see on line Affidavit of Walker Todd, Esq., a former Federal Reserve Officer).
- 3. Proof of Claim that the U.S. Bankruptcy <u>did not</u> impair the obligations and considerations of contracts through the "Join

- Rssolution To Suspend The Gold Standard and Abrogate the Gold Clause,"-June 05, 1933 as it may operate within the State of Pennsylvania/STATE OF PENNSYLVANIA and the above contracts/agreement/account numbers.
- 4. Proof of Claim that your DEMAND FOR PAYMENT OF DEBT notice does not therefore constitute an attempt by the CITY/City attorneys at unjust enrichment.
- 5. Proof of Claim that the undersigned, as the Authorized Representative of the DEBTOR does not have the standing or capacity to accept for value the offer/contract/presentment and return it for discharge or via the use of other appropriate commercial paper for discharge via the remedy provided by Congress HJR-192 of June 05, 1933.

THE FEDERAL QUESTION

1. Whether Mr. Zwolak unlawfully allows the alleged debts and liens to exist and stay on the books because he is unlawfully charging the debts and liens to CORPORATE ISSUE: JAMES COPPEDGE, DEBTOR © Ens legis under Article 1, § 10 rather than accepting the Discharge of the Debts and Liens under HJR-192 of June 05, 1933 as a consequence of U.S. BANKRUPTCY on or about June 05, 1933. The Government is responsible for "paying the debts-at-law" not I according to the House Resolution. My role is to "discharge " the alleged debts for the DEBTOR which I have done. Apparently the goal/or City Policy is to steal property by charging under Article 1, Section 10. If this is the case, the unlawful act is in violation of 18 USC PART 1, CHAPTER 42 §894, theft of credit because there is no money. The other violation is Extortion: under Chapter 47, § 661.

when there isn't. The lower Courts lack both Personal and Subject

Matter Jurisdiction to proceed against JAMES COPPEDGE in debt

collections and to stop the Sale of Personal Property. "The CITY/City fails

to state a claim upon which relief may be granted." [FRCP Rule

12(b)6(1)(2)]. The Debts and Liens must be voided:

"A void judgment is one that has been procured by extrinsic or collateral fraud or entered by a court that did not have jurisdiction over the subject matter or the parties." [See *Rook v. Rook*, 233 VA 92, 95 353 SE2d 756, 758 (1987)].

- 4. Pursuant to the <u>Fair Debt Collection Practices Act</u>, 15 U.S.C. §§ 1601, 1692 et seq, this constitutes timely written notice that I decline to pay the erroneous purported debt which is unsigned and unattested, and which I hereby cancel in its entirety, without dishonor, on the grounds of breach, false representation and fraud. 15 U.S.C. § 1692(e) states that a "false, deceptive, and misleading representation or means in connection with the collection of any debt" includes the false representation of the character of legal status of any debt and further makes a threat to take any action that cannot legally be taken a deceptive practice.
- 5. Such Notice omits information which should have been disclosed, such as citations, disclosing that agency's jurisdictional and statutory authority. Said Notice further contains false, deceptive and misleading representations, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon

- this Notice would divest one of his property and their prerogative rights, resulting in actual & legal injury.
- 6. You failed show proof of claim of a contract between us which we do not have. If you have it produces it or cease and desist. There is no consent and no contract.
- 7. Pursuant to 15 U.S.C. § 1692(g)(4) Validation of Debts, if you, PERFORMAT RECOVER INC and your collection department have evidence to validate that I owe you the claim, presented by affidavit with 21 days of the date of this Notice. Should any infringement of my guaranteed and secured rights occur, on your part or by any party with whom you claim any affiliation. I will scrutinize said infringements and any injury there from pursuant to 42 USC §1983 and 18 USC §241-242 at minimum, and I will proceed accordingly.
- 8. This is a demand that, within 30 days, you will provide such validation and supporting evidence and competent witness to substantiate your claim. Until the requirements of the <u>Fair Debt</u> <u>Collection Practice Act</u> have been met and your claim is validated, you have no jurisdiction to continue that you: PERFORMATE RECOVER INC., and your collection department attempt to proceed and/or threaten an unlawful collection process, I demand to cease and desist all unlawful activities.
- 9. This is constructive notice that, absent the validation of your claim within 30 days, you must cease and desist any and all collection activity and are prohibited from contacting me, through Telephone, you are further prohibited from contacting my employer, my bank or any other third party associated with me, directly or indirectly. Each and every attempted contact, in violation of this Act, will constitute harassment, defamation of character, and slander of credit reputation and will subject you: a

COUNTER CLAIM OF 5 Million USD, in response to P.L. 73-10 (48) Stat. 112-113, and your collection agency and /or board, to a liability for actual damages, as well as statutory damages of up to \$500,000.00 for each and every violation, but not limited to **Title.** 42. Art. 1983.

10. Further, absent such validation of your claim you are prohibited from interference of Property Sale or filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency, regarding this disputed purported debts and barred against the Public Record, pending Debt and Lien Validation as stipulated.

I, hereby, attest that, to the best of my knowledge and belief the above information is true and correct.

Without prejudice,

By: James Coppedge All rights are reserved;

Without prejudice

Pursuant to UCC 1-207.4/

06/30/2023

1-308/1-103.6/3-419.

c/o 52 Barkley Ct

Dover, Delaware 19904

Notary Witness: Benjamin T. Garrett, N.P. 251 N. DUPONT HWY DOVER, DE 19901 1

IRS DEBT PAYOFF
Registered Mail TRACKING No. RR 853 530 130 US

To: IRS, Technical Support Division c/o Treasury UCC Contract Trust Internal Revenue Service 1500 Pennsylvania Avenue N.W. Washington, D.C. 20220

03/18/22

From:
JAMES COPPEDGE
52 BARKLEY COURT
DOVER, DELAWARE 19904

CASE ID#: 220102380

In Re:

Payment and Setoff UCC Contract Trust Account 210-34-2201 Private Offset Account 210342201

WATER AND SEWER RENTS TAX

Attention Agent:

Please find enclosed payment for settlement and discharge of CITY OF PHILADELPHIA held by CITY OF PHILADELPHIA, DEPARTMENT OF REVENUE, REAL ESTATE TAX DIVISION, PHILADELPHIA COUNTY for the STATE OF PENNSYLVANIA. Please send this payment to same said vendor at the following business location:

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA COURT OF COMMON PLEAS-TRAIL DIVISION OFFICE OF JUDICIAL RECORDS 284 CITY HALL PHILADELPHIA, PA 19107

EIN# 210342201 Exemption: E81761746 UCC 1 # 2009 0491016

As owner of the property, the payment is for the following properties: Dated January 25, 2022 2113 W. ERIE AVENUE Acct# 057320002113001 BRT#131066400, Amount Total Due: \$1,897.77 3739 N. 18TH St. Acct# 0578813003739001 BRT#13124800, Amount Total Due: \$10.177.60 3742 N. 18th St. Acct# 0578813003742001 BRT# 131253200, Amount Total Due: \$3.872.60 3637 N. 21st St. Acct# 0578819003637001 BRT# 131294700, Amount Total Due: \$3,207.05 Amount Total Due: \$19,155.07 - the bills are Accepted for Value and Returned for Settlement (See enclosed Money Order and IRS Form 1040V, 1099-A). I am the Creditor/Owner of the Treasury Offset Account accessed by the IRS and FMS, Inc. I am requiring the IRS to pay this bill in full and with full disclosure and that my contact information and the vendors account be forwarded, along with this payment, for proper reconciliation. Total Amount Due: \$19,155.07[See Attachment "D"]

Please have the DEPARTMENT OF THE TREASURY issue a check to "CITY OF PHILADELPHIA" in the sum certain amount of \$19,155.07 as an estimate with the true bill amount to be determined by the Internal Revenue Service and within a reasonable time frame and that the Internal Revenue Service notice vendor, in writing, the account for which this payment is made. I expect a bill as a confirmation that the payment has been facilitated.

Thank you in advance for your assistance in this matter.

Under Reservation,

JAMES COPPEDGE 210-34-2201

Authorized Agent Without prejudice, or Recourse UCC 1-207.4/1-308, 3-419

Attachments: Bill Accepted for Value (Original)

Private Money Order (Original) IRS Form 1040V (Original)

IRS Form 1099A (Copy of Copy "C") IRS Form 56 (Copy of 56 to IRS Comm.)

CC:

CITY OF PHILADELPHIA

COPIES

DEPARTMENT OF REVENUE

REAL ESTATE TAX DIVISION

ATTN: SAM SCAVUZZO, ESQ., et al

ASSISTANT CITY SOLICITOR

MUNICIPAL SERVICES BUILDING

1401 JFK BLVD, 5TH FLOOR

PHILADELPHIA, PA 19102

CASE ID: 220102380

Water and Sewer Rents Tax

U.S. DISTRICT COURT,

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ATTN: CLERK OF COURT 601 MARKET ST, FIRST FLOOR

PHILADELPHIA, PA 19106

COPIES

Appeal: CA No.: 22-cv-679(JMY)

Date: 02/28/2022

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA COURT OF COMMON PLEAS-TRAIL DIVISION OFFICE OF JUDICIAL RECORDS

284 CITY HALL

PHILADELPHIA, PA 19107

FOR:

CITY OF PHILADELPHIA

AND THE SCHOOL DISTRICT OF PHILADELPHIA

COPIES

Form No. IRS-SETOFF-03-18-22 CR 2201-JC

2 IRS DEBT PAYOFF Registered Mail TRACKING No. RR 853 530 130 US

To: IRS, Technical Support Division c/o Treasury UCC Contract Trust Internal Revenue Service 1500 Pennsylvania Avenue N.W. Washington, D.C. 20220

From: JAMES COPPEDGE 52 BARKLEY COURT DOVER, DELAWARE 19904

In Re:

Payment and Setoff UCC Contract Trust Account 210-34-2201 Private Offset Account 210342201

SCE Fees

Date: 03/17/2022

CASE ID#: 220102380

Attention Agent:

Please find enclosed payment for settlement and discharge of CITY OF PHILADELPHIA held by CITY OF PHILADELPHIA, DEPARTMENT OF REVENUE, REAL ESTATE TAX DIVISION, PHILADELPHIA COUNTY for the STATE OF PENNSYLVANIA. Please send this payment to same said vendor at the following business location:

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA COURT OF COMMON PLEAS-TRAIL DIVISION OFFICE OF JUDICIAL RECORDS 284 CITY HALL PHILADELPHIA, PA 19107

EIN# 210342201 Exemption: E81761746 UCC 1 # 2009 0491016

As owner of the property, the payment is for the following properties: Dated NOVEMBER 15, 2021

3742 N. 18th St. SCI # 1200009751 BRT# 131253200, Amount Total Due: \$9,439.34 3637 N. 21st St. SCI # 1200009806 BRT# 131294700, Amount Total Due: \$2,874.00 Amount Total Due: \$12,313.34 - the bills are Accepted for Value and Returned for Settlement (See enclosed Money Order and IRS Form 1040V, 1099-A). I am the Creditor/Owner of the Treasury Offset Account accessed by the IRS and FMS, Inc. I am requiring the IRS to pay this bill in full and with full disclosure and that my contact information and the vendors account be forwarded, along with this payment, for proper reconciliation. Total Amount Due: \$12,313.34[See Attachments]

Please have the DEPARTMENT OF THE TREASURY issue a check to "CITY OF PHILADELPHIA" in the sum certain amount of \$12,313.34 as an estimate with the true bill amount to be determined by the Internal Revenue Service and within a reasonable time frame and that the Internal Revenue Service notice vendor, in writing, the account for which this payment is made. I expect a bill as a confirmation that the payment has been facilitated.

Thank you in advance for your assistance in this matter.

Under Reservation,

JAMES COPPEDGE 210-34-2201

Authorized Agent

Without prejudice, or Recourse UCC 1-207.4/1-308, 3-419

Attachments: Bill Accepted for Value (Original)

Private Money Order (Original) IRS Form 1040V (Original)

IRS Form 1099A (Copy of Copy "C") IRS Form 56 (Copy of 56 to IRS Comm.)

03/17/2022

CC:

CITY OF PHILADELPHIA

COPIES

DEPARTMENT OF REVENUE

REAL ESTATE TAX DIVISION

ATTN: SAM SCAVUZZO, ESQ., et al

ASSISTANT CITY SOLICITOR

MUNICIPAL SERVICES BUILDING

1401 JFK BLVD, 5TH FLOOR

PHILADELPHIA, PA 19102

SEC Fee

U.S. DISTRICT COURT,

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ATTN: CLERK OF COURT 601 MARKET ST, FIRST FLOOR

PHILADELPHIA, PA 19106

COPIES

Appeal: CA No.: 22-cv-679(JMY) Date: 02/28/2022

CASE ID: 220102380

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA COURT OF COMMON PLEAS-TRAIL DIVISION

OFFICE OF JUDICIAL RECORDS

284 CITY HALL

PHILADELPHIA, PA 19107

FOR:

CITY OF PHILADELPHIA

AND THE SCHOOL DISTRICT OF PHILADELPHIA

COPIES

Form No. IRS-SETOFF-03-18-22 CR 2201-JC

IRS DEBT PAYOFF By: Priority US PREPAID Mail UCC 1 # 2009 0491016, (2018) Delaware

IRS, Technical Support Division c/o Treasury UCC Contract Trust Department of the I.R.S. 1500 Pennsylvania Avenue N.W. Washington, D.C. 20220

From:

JAMES COPPEDGE 3742 N. 18TH STREET PHILADELPHIA, PA 19140:

Payment and Setoff UCC Contract Trust Account 210-34-2201 Private Offset Account 210342201

Attention: JUDGE ANNE MARIE COYLE:

DATE: 02/23/2022

CEASE AND DESIST SHERIFF SALE

WATER

Please find enclosed payment for settlement and closure of Account: 057-8813003742-001-Dated 001/26/2022 for Property Location: 3742 N. 18TH STREET, PHILADELPHIA, PA 19140 held by CITY OF PHILADELPHIA, DEPARTMENT OF REVENUE, WATER REVENUE BUREAU -PAID-IN-FULL for the STATE OF PENNSYLVANIA. Please send this payment to same said vendor at the following business location:

CITY OF PHILADELPHIA ATTN: HONORABLE JUDGE ANNE MARIE COYLE STEVEN A. WAKEFIELD, ESQ. Attorney for the CITY OF PHILADELPHIA DEPARTMENT OF REVENUE REAL ESTATE TAX UNIT/LAW DEPT MUNICIPAL SERVICES BLVD, 5TH FL 1401 J.F.K. BLVD PHILADELPHIA, PA 19102 EIN# 21-0342201

CITY OF PHILADELPHIA, DEPARTMENT OF REVENUE: WATER REVENUE BUREAU BALANCE-PAID-IN-FULL for the STATE OF PENNSYLVANIA. Bill for the property location: 3742 N. 18TH STREET, PHILADELPHIA, PA 19140, Account # 057-88130-03742-001 is Accepted for Value and Returned for Settlement (See enclosed Money Order and IRS Form 1040V). I am the Creditor/Owner of the Treasury Offset Account accessed by the IRS. I am requiring the IRS to pay this bill in full and with full disclosure and that my contact information and the vendors account be forwarded, along with this payment, for proper reconciliation.

Please have the DEPARTMENT OF THE TREASURY issue a check to "CITY OF PHILADELPHIA, DEPARTMENT OF REVENUE, WATER REVENUE BUREAU BALANCE-PAID-IN-FULL for the STATE OF PENNSYLVANIA. " in the sum certain amount of \$4,439.63 as an estimate with the true bill amount to be determined by the Internal Revenue Service and within a reasonable time frame and that the Internal Revenue Service notice vendor, in writing, the account for which this payment is made. I expect a bill as a confirmation that the payment has been facilitated.

Thank you in advance for your assistance in this matter.

Under Reservation, Without Prejudice

JAMES COPPEDGE 210-34-2201

Authorized Agent

02/23/2022 Attachments: Bill Accepted for Value (Original), Private Money Order (Original), IRS Form 1040V (Original)

IRS Form 1099A (Copy of Copy "C"), IRS Form 56 (Copy of 56 to IRS Comm.)

cc: by CITY OF PHILADELPHIA , DEPARTMENT OF WATER REVENUE BUREAU BALANCE-PAID-IN-FULL for the STATE OF PENNSYLVANIA James Coppedge, Authorized Representative for JAMES COPPEDGE, Debtor Form No. IRS-SETOFF-HJR-192 James Coppedge Attorney-In-Fact for JAMES COPPEDGE, DEBTOR

JAMES COPPEDGE, DEB

c/o P.O. BOX 4482

PHILADELPHIA, PA 19140

TO: Mr. James M. Gilbert

Accounting Division

CITY OF PHILA

DEPT OF REVENUE

WATER REVENUE BUREAU

1401 JFK, BLVD 5th FL

PHILA, PA 19102

UCC 1 2009 0491016

1st Notice

Date: 04/08/21

2nd Notice

Date: 10/05/20

DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES PRIOR TO VALIDATION OF PURPORTED DEBT

This notice is in compliance with and under 15 U.S.C §§ 1601, 1692 et Seq. Reference: 04/23/21 MONEY ORDERS (COPIES) originals sent to DEPARTMENT OF THE TREASURY: CM# 7018 0001 3163 6991 Please see attachments

Address: (1) 2113 W. ERIE AVE -19140 Pd \$1.765/48

ACCT: No: . 05732000-02113-001

(2) 3742 N. 18TH STREET- 19140 Pd \$29,957.64

ACCT: No: 057-88130-03742-001

(3) $3739 \text{ N. } 18^{\text{TH}} \text{ STREET} - 19140 \quad \text{Pd } \$8,588.52$

ACCT: No: 057-88130-03739-001

(4) 3637 N. 21ST STREET -19140 Pd: \$2,290.23

ACCT: No: 057-88190-03637-001

Pursuant to the <u>Fair Debt Collection Practices Act</u>, 15 U.S.C. §§ 1601, 1692 et seq, this constitutes timely written notice that I decline to pay the erroneous purported debt which is unsigned and unattested, and which I hereby cancel in its entirety, without dishonor, on the grounds of breach, false representation and fraud.

15 U.S.C. § 1692(e) states that a "false, deceptive, and misleading representation or means in connection with the collection of any debt" includes the false representation of the character of legal status of any debt and further makes a threat to take any action that cannot legally be taken a deceptive practice.

Such Notice omits information which should have been disclosed, such as citations, disclosing that agency's jurisdictional and statutory authority. Said Notice further contains false, deceptive and misleading representations, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of his property and their prerogative rights, resulting in actual & legal injury.

You failed show proof of claim of a contract between us which we do not have. If you have it produce it or cease and desist. There is no consent and no contract.

Pursuant to 15 U.S.C. § 1692(g)(4) <u>Validation of Debts</u>, if you, PERFORMAT RECOVER INC and your collection department have evidence to validate that I owe you the claim, presented by affidavit with 21 days of the date of this Notice. Should any infringement of my guaranteed and secured rights occur, on your part or by any party with whom you claim any affiliation. I will scrutinize said infringements and

any injury there from pursuant to 42 USC §1983 and 18 USC §241-242 at minimum, and I will proceed accordingly.

This is a demand that, within 30 days, you will provide such validation and supporting evidence and competent witness to substantiate your claim. Until the requirements of the <u>Fair Debt Collection Practice Act</u> have been met and your claim is validated, you have no jurisdiction to continue that you: WATER REVENUE BUREAU, and your collection department attempt to proceed and/or threaten an unlawful collection process, I demand to cease and desist all unlawful activities.

This is constructive notice that, absent the validation of your claim within 30 days, you must cease and desist any and all collection activity and are prohibited from contacting me, through Telephone, you are further prohibited from contacting my employer, my bank, or Credit Bureaus, or any other third party associated with me, directly or indirectly. Each and every attempted contact, in violation of this Act, will constitute harassment, defamation of character, and slander of credit reputation and will subject you and or CITY may be liability for actual damages, as well as statutory damages of up to \$5 Million USD for each and every violation, but not limited to Title. 42. Art. 1983. Further, absent such validation of your claim you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency, regarding this disputed purported debt.

Please review the accounts and send out current BILLS after you subtract the amounts from UCC 3 on file in Mr. Zwolak's office.

I, hereby, attest that, to the best of my knowledge and belief the above information is true and correct.

WITHOUT PREJUDICE, or RECOURSE under UCC 1-308 All Rights Reserved, James Coppedge C/O P.O. BOX 4482 PHILADELPHIA, PA 19140

cc: JAMES J ZWOLAK, Esq.

Certified Mail Number

CITY OF PHILADELPHIA, TAX REVIEW BOARD, Land title Building, 100 S. Broad St., 4th FL, Philadelphia, PA 19102.

December 08, 2015

CITY OF PHILADELPHIA DEPARTMENT OF REVENUE MSB. Concourse Level Commissioner Clarena I. W. Tolson **Chief Revenue Collections Officer 1401 JFK BLVD** PHILADELPHIA, PA 19102-1676

JAMES J. ZWOLAK, ESQ. Divisional Deputy City Solicitor Attorney I.D. No. 57408 And Jon-Michael Olson, Esq. **Assistant City Solicitor** CITY OF PHILADELPHIA, LAW DEPARTMENT MSB, 5TH FLOOR **1401 JFK BLVD** PHILADLPHIA, PA 19102 (215) 686-0527 Attorneys for the PLAINTIFF

Plaintiff

James Coppedge, J.D., sui juris, living man of flesh and blood JAMES COPPEDGE TRUST **%MINISTER JAMES COPPEDGE 52 BARKLEY COURT** DOVER, DELAWARE [19904] Attorney-In-Fact of: a/k/a JAMES COPPEDGE, DEBTOR © Ens legis

12/08/2015

Defendant-in-Error

Property Location: 3742 N. 18th Street 19140 Acct# 131253200 E.F.T.(TAX) 2113 W. ERIE AVE 19140 Acct# 131066400 E.F.T. (TAX) 3739 N. 18th Street 19140 Acct# 057-88130-03739-001 (MONEY ORDER)

NOTICE OF OPPORTUNITY TO CURE FAULT NON-RESPONSE

RE: CONDITIONAL ACCEPTANCE – REQUEST FOR PROOF OF CLAIM ON TAX LIABILITY AND MONETARY CONDITIONS AND AGREEMENT FOR DISCHARGE – EXEMPT FROM LEVY- EIN# 26 3865251.

RE: TAX EXEMPTION STATUS: U.S Dept of State, Fed Auth #06013144-1, International Indigenous Society TAX Exemption #2600332340. Date issued 01-16-09 Exp-None

TO WHOM IT MAY CONCERN:

Honorable Officers of the Tax Review Board, et al: Greetings!

There has been no response to my Affidavit dated 12/08/2015 to date. There was a 3 day urgent response demand due to Notice of an unlawful Tax Lien Sale on said properties. This letter is lawful notification to you, pursuant to The Bill of Rights of the National Constitution, the Supreme Law of the Land, in particular, the First, Fourth, Fifth, Seventh and Ninth Amendments, and the Pennsylvania State Constitution, in particular, Article 1, Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, and 14, and requires your written response to me specific to the subject matter. Your failure to respond, within 3 days, as stipulated, and rebut, with particularity, everything in this letter with which you disagree and is your lawful, legal and binding agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful and binding upon you, in any court, anywhere in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See: Connally v. General Construction Co., 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see: U.S. v. Tweel, 550 F. 2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading."

The Agents claim that they represent the CITY PHILADELPHIA, DEPARTMENT OF REVENUE. in connection with the above referenced account stating that a TAX is past due and that a TAX Lien Sale is threaten. However, there is no validation of the alleged debt, which must be validated pursuant to 15 USC 1692(g). For the record and let the record show that the debt has been settled without controversy or agreement through private negotiable debt instruments under current PUBLIC POLICY LAW without controversy, Exempt from Levy. The Agent's letter of claim refers to the above Account numbers, yet, they have provided no lawful proof of claim of this position in this instant matter. Notice: The CITY'S POWER OF ATTORNEY-IN-FACT against the CORPORATE ISSUE: JAMES COPPEDGE, DEBTOR © Ens legis has been REVOCKED as indicated in previous correspondence on the record. Therefore, I demand that said Agents provide a genuine certified copy of a contract/agreement, sworn and attested to by a responsible party legally authorized to contract on behalf of the aforementioned creditor demonstrating lawful proof that said creditor is a valid and lawful party of interest in this matter and that you are their agent in this matter with valid and lawful authorization, so attesting under the pains and penalties of perjury. The failure to provide such a contract/agreement is their admission that no such contract/agreement exists and, further, that they are acting in their private capacity are acting on their own behalf and interests in their unlawful attempt to collect this alleged

debt without any proof of claim, and are not a real party in interest. In this instance, they have perpetrated blatant fraud and attempted theft and will be held accountable and liable for that act, and so charged with the proper authorities. {See 18 USC PART 1 CHAPTER 42 § 894, Theft of Credit and CHAPTER 47,§ 661, Extortion}.

- 2. If they are an attorney, an officer of the court, you are required to have an oath of office on file for public scrutiny and bonds to guarantee your faithful performance of your duties, pursuant to your oath, as the law requires, as well as malpractice insurance. I respectfully demand that you send me a certified copy of your timely filed oath of office and copies of all bonds you are required to obtain according to law including documented proof of your malpractice insurance. If you fail to provide these, then you admit that you have no oath of office, no bonds as required by law, and no malpractice insurance.
 - 3. Further, you are formally notified that this matter was resolved via an E.F.T. (s)and /MONEY ORDER instrument Dated: December 05, 2015, which was properly applied and credited to this account and a confirmation with an associated confirmation of "pay-off" number was provided by said Creditor.

If you do not respond to the requests and statements above, should you persist in spite of this, then, you commit deliberate fraud and attempted theft, which perjures your oath and violates state laws governing attorneys and the Rules of Professional Conduct. Such actions could subject you to criminal charges, civil action and disciplinary action from the Bar Association and the state Supreme Court, with whom I will file charges against you. In addition, I will notify your malpractice insurer of your unlawful actions in violation of including, but not limited to, due process of law, which may adversely impact you and possibly your entire law firm. [See P.L. 73-10 (48) Stat 112-113]

In your attempted efforts to defraud me of and steal my property, you have violated my Constitutionally guaranteed Rights and all aspects of due process of law, in particular those rights secured in the Bill of Rights, including, but not limited to, my 1st, 4th, 5th, 6th, 8th, and 9th Amendment Rights and those rights guaranteed and protected in the Pennsylvania Constitution Bill of Rights. By your unlawful actions, specifically enumerated and described above, you have committed crimes against the People, in this instant case, me.

By your not producing lawful and official presentation of granted limited delegated authority you have no "perceived immunity" of your alleged position as agent and you can be sued for your wrongdoing against me, personally, privately, individually and in your professional capacity, as can all those whom you claim to represent, including any of your supervisors and anyone having oversight responsibility for you, if, once they are notified of your wrongdoing, they fail to take lawful actions to correct it.

If they fail to act and correct the matter, then, they condone, aid and abet your criminal actions, and further, collude and conspire to deprive me and other Citizens of their Rights guaranteed in the Constitutions, as a custom, practice, policy and usual business operation and the entities for which they work. Be assured that I will claim and protect my Constitutionally guaranteed Rights which you and any and all confederates have unlawfully, and without lawful authority, denied. I have seen no evidence of Delegation of Authority, pursuant to Federal Crop. Ins. Corp. vs. Merrill, 332 U.S. 380 at 384 (1947); 68 S. Ct. 1; 92 L. Ed. 10:

"Whatever the form in which the Government Functions, anyone entering into an arrangement with the Government— takes the risk of having accurately ascertained that he who purports to act for the Government stays within the bounds of his authority...and this is so even though as here, the agent himself may have been unaware of the limitations upon his authority."

My records indicate that these alleged debts have been voluntarily settled through U.S. DEPARTMENT OF THE TREASURY on previous occasions, but your office has ignored them. A formal Complaint shall be filed if the credit is not applied under the current Public Policy: HJR-192.

Such ramifications will affect you in your private and personal capacity and affect those who allegedly authorized you to defraud me of and steal my private personal property. You have been lawfully noticed, and if you proceed further, you do so at your own legal and lawful detriment.

If you disagree with anything in this letter/NOTICE, then rebut that with which you disagree, in writing, with particularity, to me, within 10 days of this letter's date, and support your disagreement with evidence, fact and valid Law or insure that the claims are dropped. Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who represent you. Also, please your response by affidavit/or close the case with prejudice to the following Notary Witness:

Benjamin T. Garret, N.P. c/o 251 N. DuPONT HWY DOVER, DE 19901

Without Prejudice

All Rights Reserved,

By James Coppedge, Authorized Representative

American Citizen

See: Attachments:

Date: 12/_<u>0</u>8_2015

NOTICE OF TENDER OF PAYMENT FOR DEBT SET-OFF

PRINCIPAL:

James Coppedge, sui juris

FOR JAMES COPPEDGE, DEBTOR © Ens legis

C/O P.O. BOX 4482

PHILADELPHIA, PA 19140

FOR: TENDER OF PAYMENT FOR SETOFF. FOR PROPERTY:

AMOUNT: \$1,195.24 Noice# 3326307180410

Date: 04 /16/2018

JAMES COPPEDGE

3742 N. 18TH STREET

PHILADELPHIA, PA 19140

RESPONDENT

CFO ONLY/ATTORNEY-AT-LAW: Private and Confidential

CITY OF PHILADELPHIA/DEPT OF REVENUE (TAX UNIT)/LAW DEPT

1401 JFK BLVD, MSB, 5TH FL.

PHILADELPHIA, PA 19102

RE: Under UCC Code 3-603 b: tender of payment and settlement. Authority: HJR-192 of June 5,1933. Re: P.L.73-10 (48) Stat 112-113 in Consideration of the U.S. Constitution Article 1, § 10 (suppended)

Resolved Question:

Under UCC Code 3-603 b it states "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender of the obligation of the endorser or accommodation party having the right of recourse with respect to the obligation which tender relates." The Money Order... is an legal instrument to discharge the debt, and "if is refused, then there is discharge, as long as it is in the public no matter who holds the debt to be discharged"? [UCC 3-604]

Whereas, on April 10, 2018, the TENDER is deemed accepted for the setoff of the ACCOUNT, pursuant to and evidenced by the records enclosed herewith: a CONDITIONAL ACCEPTANCE MONEY ORDER # 1356 and a 1040-V.

THEREFORE, James Coppedge hereinafter "PRINCIPAL", request that the balance of the ACCOUNT be adjusted to Zero dollars (\$0.00) to reflect the ledgering of said TENDER.

Enclosed herewith is a request Regarding a Statement of Account, pursuant HJR-192 of June 5, 1933, P.L. 73-10 (48) Stat 112-113, as a record authenticated by the debtor requesting that the recipient approve or correct the statement. Recipient has THREE (3) days, excluding the day of receipt, to comply with this request and provide an authenticated record of discharge, . Any and all responses shall be directed to the PRINCIPAL by U.S.P.S. Certified or Registered mail at the following address:

Without Recourse

James Coppedge, UCC 1-308,

1-301, 3-419, 3-415

c/o P.O. Box 4482

Philadelphia, PA 19140

VERIFIED NOTICE OF TENDER OF PAYMENT FOR DEBT SET-OFF

James Coppedge, sui juris FOR JAMESCOPPEDGE, DEBTOR © Ens legis C/O 52 BARKLEY CT DOVER, DELAWARE [19904]

Date Due: 10/24/2022

RESPONDENT:

CFO ONLY: PRIVATE AND CONFIDENTIAL CITY OF PHILADELPHIA/LAW DEPT/WRB SUPERVISING JUDGE DANIEL J. ANDERS

Attn: JAMES J. ZWOLAK, ESQ

LAW DEPT/CFO ONLY. PRIVATE & CONFIDENTIAL

M.S.B.

1401 JFK, BLVD 5TH FL PHILADELPHIA, PA 19140

ACCT# [057-32000-02113-001] OPA # 131066400

CASE ID: 2209T0110

RE: Under UCC Code 3-603 b: tender of payment and settlement

Resolved Question:

Under UCC Code 3-603 b it states "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender of the obligation of the endorser or accommodation party having the right of recourse with respect to the obligation which tender relates. Since a MONEY ORDER, 1040-V, 1099-A, and /or BONDS are legal instrument to pay off debt through the DEPARTMENT OF THE TREASURY, and it is refused, then there is discharge, as long as it is in the public no matter who holds the debt to be discharged! [UCC 3-604]

Furthermore, as you will note, pursuant to the UNIFORM COMMERCIAL CODE (UCC) in Article 3, Part 1, Section 3-104 and the Pennsylvania consolidated Statutes Title 13 UCC in§3104, §3106, the attached CONDITIONAL MONEY ORDER, etc are Negotiable Debt Instruments and clearly satisfies the requirements for tender of payment for the DEPARTMENT OF REVENUE/WRB, TAXES, etc order, issued on 10/14/2022 instructing JAMES COPPEDGE to tender payment of a DEBT. The said CONDITIONAL MONEY ORDER, etc is being issued in good faith, and with clean hands at arm's length, and is not a dishonor of said order.

[The purpose of the Acceptance for Value (A4V) and the Money Orders, etc are to satisfy the accounting on debt both Public and Private sides of the accounting under Public Policy: HJR 192-1933, P.L. 73-10, P.L. 48 § 112-113, UCC 1-104, UCC 10-104. This is in consideration of the U.S. Constitution Article 1§ 10. (suspended) (RE: UCC 3-603, 3-604).

RE: In Guaranty trust of New York vs. Henwood, et al 59 S CT 847 (1933, 307 U.S. 847 (1939), FN3 NOS 384, 485....you cannot require a particular kind of currency. It is unlawful. The purpose of this presentment is to settle this matter without controversy although I dispute many of the claims.

If you dispute this claim in part or in whole, please rebut it by affidavit in 14 days. Failure to respond as stipulated, the claim stands a truth in commerce and the debts are discharged, per UCC 3-603, 3-604, and 3-501. As a prepaid account, please adjust the account immediately, per UCC 3-419.

Please send a new BILL showing the discharge and new current BILL, if any so that I may correct any error.

Whereas, on 10/24/2022, the TENDER is deemed accepted for the setoff of the ACCOUNT, pursuant to and evidenced by the records enclosed: a CONDITIONAL ACCEPTANCE MONEY ORDER ,etc.

THEREFORE, James Coppedge, sui juris, hereinafter for the "PRINCIPAL", request that the balance of the ACCOUNTs be adjusted to Zero dollars (\$0.00) to reflect the ledgering of said TENDER in response to a continuing account.

Enclosed herewith is a request Regarding a Statement of Account, pursuant HJR-192 of June 5, 1933, P.L. 73-10 (48) Stat 112-113, as a record authenticated by the debtor requesting that the recipient approve or correct the statement. Recipient has fourteen (14) days to comply with this request and provide an authenticated record, or to dishonor the CONDITIONAL MONEY ORDER, etc instrument by return it to the source, with all associated transactions annexed thereto by U.S. Certified Mail or Register Mail at the mailing address location identified hereunder. The Fiduciary's failure to return the CONDITIONAL MONEY ORDER, etc untouched, as indicated, along with the documented lawful reasons for the dishonor, will stipulate the Fiduciary's commercial acceptance and honoring of this instrument and all terms and provisions herein as an operation of law.

Any and all responses shall be directed to the PRINCIPAL by U.S.P.S. Certified or Registered mail at the following address: If you dispute this lawful claim in part or in whole, please advise me by affidavit immediately for account settlement/correction of these instruments. Failure to respond in a timely manner shall indicated that this claim stands as truth in commerce.

Thank you for your time to adjust this recurring account to zero.

Verification

I, the undersigned, do certified that the foregoing is true and correct and not misleading to the best of my knowledge, understanding, and unlimited commercial liability.

Peace!

Respectfully submitted,

10/24/22 James Coppedge, J.D., UCC 1-308,

1-301, 103.6, 3-419, 3-415

Without prejudice or recourse

c/o 52 Barkley Ct

Dover, Delaware near [19904]

Rev. 3:14-21

VERIFIED NOTICE OF TENDER OF PAYMENT FOR DEBT SET-OFF

James Coppedge, J.D., sui juris FOR JAMESCOPPEDGE, DEBTOR © Ens legis C/O 52 BARKLEY CT DOVER, DELAWARE [19904]

Date Due: 02/22/2017

Re: 02/02/27 previous tender of payment
Re: 04/18/17 previous tender of payment:

(IRS)

RESPONDENT

CFO ONLY: PRIVATE AND CONFIDENTIAL
CITY OF PHILADELPHIA/LAW DEPT/WRB
Attn: Pamela Elchert Thurmond, Esq. ID# 202504
LAW DEPT/CFO ONLY. PRIVATE & CONFIDENTIAL
1401 JFK, BLVD 5TH FL
PHILADELPHIA, PA 19102

Present tender of payment (voluntary) REAL ESTATE TAX 07/12/17

PRINCIPAL:
FOR CREDIT TO:
JUANITA OWENS
2113 W. ERIE AVENUE
PHILADELPHIA, PA 19140
ACCT# [057-32000-02113-001] 131066400: Feb. 22, 2017

REAL ETATE TAX SET OFF: STATEMENTS ATTACHED FOR: 3742 N. 18TH STREET 3739 N. 18TH STREET 2113 W. ERIE AVE. (3637 N. 21 St (Submitted)

Dear Pamela Elchert Thurmond, Esq. ID# 202504:

COMPLAINT

ALL REAL ESTATE TAXES AND WATER TAXES, AS APPROPRIATE, HAVE BEEN PROCESSED THROUGH THE DEPARTMENTOF THE TREASURY, BUT I HAVE NOT YET SEEN AN ADJUSTMENT OF THE ACCOUNTINGS AS AUTHORIZED BY PUBLIC LAW POLICY. PLEASE REBUT THIS SETTLEMENT CLAIM BY AFFIDAVIT IF YOU DISPUTE THIS SETTLEMENT AND SET-OFF OR PLEASE ADJUST THE ACCOUNTS BY PUBLIC LAW.

RE: Under UCC Code 3-603 b: tender of payment and settlement

Resolved Question:

Under UCC Code 3-603 b it states "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender of the obligation of the endorser or accommodation party having the right of recourse with respect to the obligation which tender relates. It lawfully

correct to say, if an EFT is an legal instrument to pay off debt, and it is refused, then there is discharge, as long as it is in the public no matter who holds the debt to be discharged? [UCC 3-604]

Furthermore, as you will note, pursuant to the UNIFORM COMMERCIAL CODE (UCC) in Article 3, Part 1, Section 3-104 and the Pennsylvania consolidated Statutes Title 13 UCC in§3104, §3106, the attached MONEY ORDER is a Negotiable Debt Instrument and clearly satisfies the requirements for tender of payment for the DEPARTMENT OF REVENUE/WRB /TAX UNIT order, issued on July 04, 2017, July 04, 2017, and July 04, 2017, instructing JAMES COPPEDGE to tender payment of a DEBT. The said MONEY ORDER is being issued in good faith, and with clean hands at arm's length, and is not a dishonor of said order.

[The purpose of the Acceptance for Value (A4V) and the E.F.T Money Orders processed through the DEPARTMENT OF THE TREASURY is to satisfy the accounting on debt both Public and Private sides of the accounting under Public Policy: HJR 192-1933, P.L. 73-10, P.L. 48 § 112-113, UCC 1-104, UCC 10-104, pursuant to HJR-192.. This is in consideration of the U.S. Constitution Article 1§ 10. (suspended) (RE: UCC 3-603, 3-604)

MEMORANDUM OF LAW

RE: In Guaranty trust of New York vs. Henwood, et al 59 S CT 847 (1933, 307 U.S. 847 (1939), FN3 NOS 384, 485....you cannot require a particular kind of currency. It is unlawful. The purpose of this presentment is to settle this matter without controversy.

If your dispute this claim in part or in whole, please rebut it by affidavit in Seven (7) days. Failure to respond as stipulated, the claim stands a truth in commerce and the debts are discharged, per UCC 3-603, 3-604, and 3-501. As a prepaid account, UCC 3-419, please adjust the account immediately, per UCC 3

Please send a new BILL showing the discharge and new current BILL.

Whereas, on JULY 04, 2017, the TENDERS OF PAYMENTS are deemed accepted for the set-off of the ACCOUNT, pursuant to and evidenced by the records enclosed: ACCEPTANCE MONEY ORDER and a 104O-V, PAYMENT VOUCHER with COUPON lawfully satisfies the accunting.

THEREFORE, James Coppedge, sui juris, hereinafter for the "PRINCIPAL", request that the balance of the ACCOUNT be adjusted to Zero dollars (\$0.00) to reflect the ledgering of said TENDER in response to a continuing account.

Enclosed herewith is a request Regarding a Statement of Account, pursuant HJR-192 of June 5, 1933, P.L. 73-10 (48) Stat 112-113, as a record authenticated by the DEBTIR requesting that the recipient approve or correct the statement. Recipient has seven (07) days to comply with this request and provide an authenticated record, or to dishonor the MONEY ORDER instrument /1040-V, PAYMENT VOUCHER by return it to the source, with all associated transactions annexed thereto by U.S. Certified Mail or Register Mail at the mailing address location identified hereunder. The Fiduciary's failure to return the MONEY ORDER, instruments/1040-V

untouched, as indicated, along with the documented lawful reasons for the dishonor, will stipulate the Fiduciary's commercial acceptance and honoring of this instrument and all terms and provisions herein as an operation of law. [FRCP RULE 11(b), (c)].

CONCLUSION

Any and all responses shall be directed to the PRINCIPAL by U.S.P.S. Certified or Registered mail at the following address: If you dispute this lawful claim in part or in whole, please advise me by affidavit immediately for account settlement/correction of these instruments. Failure to respond in a timely manner shall indicated that these claims are accepted for value and stand as truth in commerce.

Verification

I, the undersigned, do certified and affirm that the foregoing is true and correct and not misleading to the best of my knowledge, understanding, upom my unlimited commercial liability.

AFFIDAVIT OF SERVICE

I, James Coppedge, of sound mind and body do certified that the foregoing named instruments were service upon the following parties on this ___12___day of July, 2017, in the manner indicated below:

By: Certified U.S. MAIL - Originals 7015 3010 0002 3003 1859

DEPARTMENT OF THE TREASURY CRIMINAL INVESTIGATION DIVISON BOX 192 COVINGTON, KENTUCKY 41012 By: Certified U.S. Mail (COPY) 7015 3010 0002 3003 1866

CFO ONLY: PRIVATE AND CONFIDENTIAL
CITY OF PHILADELPHIA/LAW DEPT/WRB
Attn: Pamela Elchert Thurmond, Esq. ID# 202504
LAW DEPT/CFO ONLY. PRIVATE & CONFIDENTIAL
1401 JFK, BLVD 5TH FL
PHILADELPHIA, PA 19140

By: Certified U.S. MAIL (COPY) [Complaint] 7015 3010 0002 3003 1880

Private and Confidential:

OFFICE OF THE PENNSYLVANIA ATTORNEY GENERAL COMMONWEALTH OF PENNSYLVANIA Attn: Mr. Josh Shapiro, A.G., Esquire. STRAWBERRY SQUARE HARRISBURY, PA 17120

Date: 07/12/17

Without Recourse,

By: James Coppedge, (J.D)., UCC 1-3 1-301, 103.6, 3-419, 3-415, Secured Party Creditor, and Authorized Representative

c/o 52 Barkley Ct

Dover, Delaware near [19904]

07/12/2017

Re: JAMES COPPEDGE UCC 1# 2009 0491016 AMENDMENT # 2013 4557337

SRV: 131325817 STATE OF DE

Certified Mail Number

CITY OF PHILADELPHIA, TAX REVIEW BOARD, Land title Building, 100 S. Broad St.,4th FL, Philadelphia, PA 19102.

December 08, 2015

CITY OF PHILADELPHIA DEPARTMENT OF REVENUE MSB. Concourse Level Commissioner Clarena I. W. Tolson Chief Revenue Collections Officer 1401 JFK BLVD PHILADELPHIA, PA 19102-1676

JAMES J. ZWOLAK, ESQ.
Divisional Deputy City Solicitor
Attorney I.D. No. 57408
And
Jon-Michael Olson, Esq.
Assistant City Solicitor
CITY OF PHILADELPHIA, LAW DEPARTMENT
MSB, 5TH FLOOR
1401 JFK BLVD
PHILADLPHIA, PA 19102
(215) 686-0527
Attorneys for the PLAINTIFF

Plaintiff

James Coppedge, J.D., sui juris, living man of flesh and blood JAMES COPPEDGE TRUST
%MINISTER JAMES COPPEDGE
52 BARKLEY COURT
DOVER, DELAWARE [19904]
Attorney-In-Fact of: a/k/a
JAMES COPPEDGE, DEBTOR © Ens legis

12/08/2015

Defendant-in-Error

Property Location: 3742 N. 18th Street 19140 2113 W. ERIE AVE 19140 3739 N. 18th Street 19140

RE: CONDITIONAL ACCEPTANCE – REQUEST FOR PROOF OF CLAIM ON TAX LIABILITY AND MONETARY CONDITIONS AND AGREEMENT FOR DISCHARGE – EXEMPT FROM LEVY- EIN# 26 3865251.

RE: TAX EXEMPTION STATUS: U.S Dept of State, Fed Auth #06013144-1, International Indigenous Society TAX Exemption #2600332340. Date issued 01-16-09 Exp-None

TO WHOM IT MAY CONCERN:

Honorable Officers of the Tax Review Board: Greetings!

I'm in receipt of your 'Tax Bill/Notice of Assessment/Demand letter/Presentment' dated for the month of November, 2015. (See Attachments)

As I want to resolve this matter as soon as possible, your *presentment* has left me somewhat confused. As I accept your 'demand letter' for value, I agree to perform to it, i.e., pay or discharge it, I can only do so only upon condition that you or your office provide 'Proof(s) of Claim as to tax liability, monetary conditions within this State, form of payment and other points raised under necessity. The CITY'S letter (s) NOTICES/ presentments are therefore conditionally accepted for value and returned for value upon proof of claim that this matter was not previously settled through the U.S. Treasury by private negotiable debt instruments, or E.F.T. during the course of this year of our Lord 2015, "The CITY has not provided me with an Affidavit under penalties of perjury that theses debts are valid, pursuant to the Fair Debt Collection Act, 15 USC 1692(g). No Answer.

Furthermore: Avert the necessary Proof(s) of Claim as enumerated below:

- 1. PROOF OF CLAIM that State of PENNSYLVANIA <u>does not</u> operate under the U.S. Bankruptcy (see Senate report No. 93-549, 12 U.S.C.A. 95 a,) pursuant to HJR-192 as established by Congress, June 5, 1933.
- 2. PROOF OF CLAIM that the Undersigned is under agreement via a duly signed contract or Agreement to pay taxes through your agency to the state of PENNSYLVANIA. [See Revocation of POA Attached and filed]
- 3. PROOF OF CLAIM that the Undersigned is not one of the people, being above the state Corporate government, one of the sovereign people and therein not named in the statutes of the State of PENNSYLVANIA.
- 4. PROOF OF CLAIM that ALL officers and employees of the Department of Revenue/Tax Administration are not under 'Oath of Office' to support and defend both U.S. and your State Constitution.
- 5. PROOF OF CLAIM that the officers and employees of the Department of Revenue are not bound to support Amendment in Article I, § X, (No State shall... make any Thing but gold and silver coin a Tender in Payment of Debts).
- 6. PROOF OF CLAIM that the officers and employees of the Department of Revenue/Tax Administration are not bound to support Article XI, § I (of the PENNSYLVANIA CONSTITUTION) "... nor shall any bank... putting into circulation any bill, check, certificate, or

- other paper (NOTE(S)), or the paper of any bank company ('federal reserve' NOTE(S),... to circulate <u>as</u> money," (... as it operates upon 'this' State under the pari-materia rule.)
- 7. PROOF OF CLAIM that the "giving a (federal reserve) note <u>does</u> constitute payment." See <u>Echart v Commissioners C.C.A.</u>, 42 Fd2d 158.
- 8. PROOF OF CLAIM that the use of a (federal reserve) 'Note' is not only a promise to pay. See <u>Fidelty Savings v Grimes</u>, 131 P2d 894.
- 9. PROOF OF CLAIM that Legal Tender (federal reserve) Notes <u>are</u> good and lawful money of the United States. See <u>Rains v State</u>, 226 S.W. 189.
- 10. PROOF OF CLAIM Federal reserve notes <u>are not</u> valueless. <u>See IRS Codes Section</u> <u>1.1001-1 (4657)</u> C.C.H.
- 11. PROOF OF CLAIM that (federal reserve) 'Notes <u>do not</u> operate as payment in the absence of an agreement that they shall constitute payment.' See <u>Blachshear Mfg. Co. v Harrell</u>, 12 S.E. 2d 766.
- 12. PROOF OF CLAIM of the existence of the *liability* of the Tax and <u>how</u> it was created to operate upon the Undersigned.
- 13. PROOF OF CLAIM of what 'state' the liability came from, the de-jure state ('PENNSYLVANIA'), a mere corporation.
- 14. PROOF OF CLAIM that the 'Director' of the State's Tax and Revenue Department/agency has not been given authority to accept other forms of payment other than 'gold or silver' into the accounts for the payment of any said taxes in contradistinction to Article I, Section X of the U.S. CONSTITUTION as it operates upon the State of PENNSYLVANIA and your Department/agency via your Oath of Office.
- 15. PROOF OF CLAIM of the liability BOND as established and paid for by the agency to indemnify the Undersigned/secured party, should the Undersigned be compelled to be tort a feasor by Acts caused by your agency or the State. [UCC 3-501, Refusal for Cause to Dishonor].
- 16. PROOF OF CLAIM that the Undersigned/secured party has access to 'lawful constitutional money of account' to 'pay debts at law' without becoming a tort feasor. [See HJR-192 of June 5, 1933]
- 17. PROOF OF CLAIM that the secured party has access to 'money' that constitutes 'LAWFUL (Sufficient) CONSIDERATION. (i.e., sufficient value to support an ordinary contract between parties, or one to support the particular transaction) to pay a tax. [See P.L. 73-10 (48) Stat 112-113, Title 5,§ 552]

Please understand that I want to resolve this tax matter as to form of 'payment,' via the CITY'S presentment(s); 'Tax Bill/Notice of Assessment/Demand letter/Presentment' and pursuant to the above 'Proof(s) of Claim' are necessary to bring to light the proof (facts) to support the CITY'S claim in the nature of what constitutes *payment* as towards any tax.

Therefore, not being noticed of an agreement between the State of PENNSYLVANIA via Taxing department/agency, and this Secured Party as to what constitutes payment, the presumption is that my remedy in this matter may only be 'Acceptance for Value and Return for Discharge' of the present of the tax Bill or otherwise to allow the setoff/adjustment and exchange of the credit via the acceptance to allow the account to be adjusted (to '0') by and through the exercise of the remedy provided by Congress via HJR-192, to discharge debts 'dollar for dollar.'

As such, you and your Department of Revenue/Tax Administration having superior knowledge of the law and access to the 'proof,' can provide such proof to the points raised herein to inform the Secured Party on how 'he' can lawfully 'pay debt(s) at law' with real constitutional money of exchange and otherwise not being tricked into becoming a tort feasor.

Otherwise, Secured Party must ask, "What is my remedy?"

Secured Party/Creditor respectfully requests the TAX REVIEW BOARD, Department of Revenue/Tax Administration Agent/Commissioner Clarena I. W. Tolson, Divisional Deputy City Solicitor James J. Zwolak Esq., and Assistant City Solicitor of the City Law Department: Jon-Michael Olson, Esq. to reply to this Conditional Acceptance within 3 days, excluding the day of receipt, and send all response to the Undersigned as well as to the Third Party or the Notary's address for verification below.

A non-response and or failure of you or your office to provide the requested 'Proof(s) of Claim will constitute, by your silence and tacit agreement by Department of Revenue/Tax Administration in behalf of the State of PENNSYLVANIA that the Undersigned Secured Party can exercise the remedy provided by Congress via HJR-192, that is, to discharge debt(s) 'dollar for dollar' via 'acceptance for value and returned for discharge' or other appropriate commercial paper. Thus far, there has been no answer by affidavit to show proof of claim. [See Attachment; your copies are enclosed: Where appropriate, Originals were Mailed to U.S. DEPARTMENT OF THE TREASURY for settlement and closure of the accounting. For the record and let the record show that the STATE of PENNSYLVANIA does Not have my consent to sell my property in TAX Sale due to full settlement of the accounting, and the CITY'S REVOCATION OF ITS POA against the CORPORATE ISSUE: COPPEDGE JAMES. {See Attachment and Affidavit of Status of James Coppedge, Attached].

Without Prejudice/Recourse

All rights reserved.

12/08/2015

By: James Coppedge J.D., sui juris, living man of flesh

and blood. Secured Party - Principal and

Authorized Representative, Attorney-In-Fact in behalf of JAMES COPPEDGE, DEBTOR © Ens legis/entity

Address: c/o 52 Barkley Court, Dover, Delaware near 19904

Third Party or Notary address:
Benjamin T. Garrett, N.P.
251 N. DuPont Hwy, c/oPMB#120
Dover, Delaware 19901

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

James Coppedge, sui juris, living man,	
On behalf of JAMES COPEDGE,	
DEBTOR © Ens legis	No.: 220102380 and
Attorney-In-Fact for:	
Plaintiff	CASE No.: 22-cv-679 (JMY)
y	
CITY OF PHILADELPHIA	Date: 08/08/22
DEPARTMENT OF REVENUE,	
THE SCHOOL DISTRICT OF	
PHILADELPHIA	기는 이 기계를 보지하는 것 같습니다.
SAM SCAVUZZO, ESQ. ATTORNEY	
FOR THE DEFENDANT	
Defendant	

PETITION FOR RATIFCATION OF DEBTS

Dear Clerk of Court and Sam Scavuzzo, Esq.:

Plaintiff for the DEBTOR, JAMES COPPEDGE is the Authorized Representative and Secured Party Creditor and Beneficiary of the Accounts by having reclaimed his exemption by UCC 1: 2009 049 1016 (current: 2018, DE).

This is a Petition for Ratification of the pre-paid DEBTS for the above account numbers and if there are any unknown liens/judgments, they are to named and discharged/set-off. All DEBTS under the name:

JAMES COPPEDGE have been accepted and returned for the assessed value for settlement and closure of each accounting. "I am allowing you to use my exemption/credit (E81761746) in exchange for release of all properties; i.e. relevant to these four (4) properties, I want a discharge of the BOND and have them returned to me."

Please respond in ten (10) days.

Respectfully submitted,

Without prejudice,

All rights are explicitly reserved.

08/08/22

By: James Coppedge, UCC 1-207.4,1-308, 3-419,1-103.4,5,6.

Authorized Representative of the Most High God and The CORPORATE ISSUE, JAMES COPPEDGE, DEBTOR © Ens legis, Authorized Representative & Secure Party Creditor

c/o 52 Barkley Court

Dover, Delaware [near 19904]

Real Party of Interest

E81761746

Date: 08/08/2022

IRS DEBT PAYOFF, pursuant to HJR-192 of June 05, 1933. Registered Mail No. RE 853 530 130 US

To:

DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER FRESNO, CA 93888

From:

JAMES COPPEDGE 52 BARKLEY CT DOVER, DE 19904In Re:

Payment and Setoff UCC Contract Trust Account 210-34-2201 Private Offset Account 210342201 06/23/2023

Attention Agent:

Please find enclosed payment for settlement and closure of Court Account/Case No. 167 C.D. 2023 held by DAUPHIN COUNTY for the STATE OF PENNSYLVANIA. Please send this payment to same said vendor at the following business location:

CASE No.: 167 C.D. 2023

COMMONWEALTH OF PENNSYLVANIA
dba COMMONWEALTH COURT OF PENNSYLVANIA
601 COMMONWEALTH AVENUE
Suite 2100
PO BOX 69185
HARRISBURG, PA 17106-9185

EIN# 21-0342201

COMMONWEALTH COURT OF PENNSYLVANIA's bill is Accepted for Value and Returned for Settlement (See enclosed Money Order and IRS Form 1040V). I am the Creditor/Owner of the Treasury Offset Account accessed by the IRS and FMS, Inc. I am requiring the IRS to pay this bill in full and with full disclosure and that my contact information and the vendors account/case number be forwarded, along with this payment, for proper reconciliation.

Please have the DEPARTMENT OF THE TREASURY issue a check to "COMMONWEALTH COURT OF PENNSYLVANIA" in the sum certain amount of \$99,999.00 as an estimate with the true bill amount to be determined by the COMMONWEALTH COURT OF PENNSYLVANIA and within a reasonable time frame and that the Internal Revenue Service notice vendor, in writing, the account/case for which

this payment is made. I expect a bill as a confirmation that the payment has been facilitated.

Thank you in advance for your assistance in this matter.

Under Reservation,

JAMES COPPEDGE, 210-34-2201 ppele 06/23/2023

Authorized Agent

Bill Accepted for Value (Original) **Attachments:**

Private Money Order (Original) IRS Form 1040V (Original)

IRS Form 1099A (Copy of Copy "C")

IRS Form 56 (Copy of 56 to IRS Comm.)

cc: COMMONWEALTH OF PENNSYLVANIA

JAMES COPPEDGE

Form No. IRS-SETOFF-06CR22011623-JC



1

Certified Return Mail Number

James Coppedge, Authorized Representative of JAMES COPPEDGE, DEBTOR © Ens legis Property Address: 2113 W. ERIE AVENUE PHILADELPHIA, PENNSYLVANIA 19140

STATEBRIDGE COMPANY, LLC 6061 S. WILLOW DR. SUITE 300 GREENWOOD VILLAGE, CO 80111

Attention; CFO ONLY:

Monday, November 13, 2022

RE: CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM UPON STATEBRIDGE COMPANY, LLC CONTRACT, FOR DETERMINATION OF 'MEETING OF THE MINDS,' 'FRAUD ON THE CONTRACT,' AND OR 'UNCONSCIONABILITY' OF THE CONTRACT AND/OR AGREEMENT FOR COMMERCIAL DISCHARGE. Contract Number: ??? Account No. 0000590067.

Dear CFO:

I am in receipt of and conditionally accept for value (honor) your letter entitled "Demand For Payment of Debt", Reference/Account No. 0000590067, dated on or about 09/30/2022.

A copy of your letter/document "Demand For Payment" is enclosed.

It has come to my attention that as applied to the above matter, that there may not have been a 'meeting of the minds,' that there may be fraud on the alleged contract and/or the contract itself may be an unconscionable contract, or other controversies that may exist within this

alleged contract/transaction.

As I want to resolve this matter as soon as possible, I am initiating this private-administrative remedy to determine such matters, and I dispute your claim that the debt has not been discharged because you have not presented any proof of claim by affidavit under penalty of perjury per the 'alleged contract,' but without proof of claim you must release the lien immediately on condition that you provide 'Proof(s) of Claim.' (Note: Proofs of Claim also means Proof of Facts that the alleged debt was not satisfied by private negotiable instruments). Although this is not my debt, it is accepted for value without controversy, exempt form levy, because the Property has been discharge-in-full through the DEPARTMENT OF THE TREASURY for \$50,000.00. Now you are Double Entry Booking the dead Account for \$119,352.00 which is unlawful, pursuant to HJR-192 and P.L. 73-10 (48) Stat 112-113. One is only required to pay the bill once. To discharge means payment-in-full:

The necessary 'Proof(s) of Claim' are set out below, to wit:

1. PROOF OF CLAIM that STATEBRIDGE COMPANY LLC gave FULL DISCLOSURE to all matters dealing with said alleged contract as to the US Bankruptcy, form of payment, what was loaned, etc.

- 14. PROOF OF CLAIM that STATEBRIDGE COMPANY LLC did not loan their 'credit' and if STATEBRIDGE COMPANY LLC only loaned its 'credit', is it true that the undersigned IS ONLY OBLIGATED to pay back in something other than 'like kind,' i.e., the Undersigned's credit, pursuant to HJR-192?
- 15. PROOF OF CLAIM that the U.S. Bankruptcy did not impair the obligations and considerations of contracts through the "Joint Resolution To Suspend The Gold Standard and Abrogate the Gold Clause,"- June 5, 1933 as it may operate within the State of Pennsylvania STATE OF PENNSYLVANIA and the above contract/agreement/account number.
- 16. PROOF OF CLAIM that the undersigned cannot accept for value any public or private presentment/invoice/Bill, etc., for fine, fee, tax, debt or judgment and discharge the same and return it for discharge or other commercial paper under necessity, pursuant to HJR-192 to carry on commerce.
- 17. PROOF OF CLAIM that STATEBRIDGE COMPANY LLC by and through its employees, knew or did not know, that this transaction was beyond the scope of its Charter and that STATEBRIDGE COMPANY LLC and did not intend to bind the undersigned to an unconscionable alleged contract. It is alleged because I have not seen the alleged contract.
- 18. PROOF OF CLAIM that your **DEMAND FOR PAYMENT OF DEBT** letter does not therefore constitute an attempt by STATEBRIDGE COMPANY LLC at unjust enrichment.
- 19. PROOF OF CLAIM that undersigned, as the authorized representative of the Debtor does not have the standing or capacity to accept for value the offer/contract/presentment and return it for discharge or via the use of other appropriate commercial paper for discharge via the remedy provided by Congress HJR-192 of June 5, 1933.

CAVEAT

Failure, or refusal by you, Marvin Mendoza on behalf of and for STATEBRIDGE COMPANY LLC to provide the above 'Proof(s) of Claim' will constitute your default and dishonor and STATEBRIDGE COMPANY LLC stipulates and agrees to have failed to state a claim upon which relief can be granted and STATEBRIDGE COMPANY LLC will have admitted fraud on the contract and/or compelling the Undersigned into an unconscionable contract and that there was no meeting of the minds in respect to the contract as to form of payment.

Ima Boogeman will have stipulated to the facts herein as they operate in favor of the Undersigned, due to Marvin Mendoza's silence and STATEBRIDGE COMPANY LLC is estopped in any adverse actions or defenses and Marvin Mendoza admits to failure or refusal to bring forth the requested 'Proof(s) of Claim' in violation of the 'clean hands doctrine,' 'full disclosure,' 'good faith dealing,' and the FAIR DEBT COLLECTIONS PRACTICES ACT, as applied to this transaction/contract/ as referenced above.

Therein, presumption will be taken in regards to your refusal, failure, default, and dishonor, admission, and confession of injury and damage and failure to state a claim, that you, Ima Boogeman, on behalf of CCS, this 'Conditional Acceptance' becomes the agreement and said agreement becomes the bond, and you agree and stipulate that the undersigned can only accept for value the 'presentment' (demand for payment letter) and return it for adjustment, settlement, closure and discharge.

Due to the time sensitive nature of this private matter, under necessity, you are to respond and provide the requested 'Proof(s) of Claim' within 30 days by certified mail to the Undersigned with a certified copy to the Third Party or Notary as addressed below.

4

Should you fail or refuse to provide 'Proof(s) of Claim' within the time specified in this private matter, your default will established your agreement in this matter and remember, agreement/contract makes the law and law is contract.

Sincerely,

Without Prejudice

James Coppedge, Secured Party Creditor, Authorized Representative, Attorney-In-Fact for JAMES COPPEDGE, DEBTOR, Ens legis/entity c/o 52 Barkley Court Dover, Delaware [19904]

Third Party or Notary's Address:

Benjamin T. Garrett, N.P. 251 N.DUPONT HWY DOVER, DE 19901

- 2. PROOF OF CLAIM that the agent or CFO in sending the undersigned the DEMAND FOR PAYMENT OF DEBT letter via the US Mail, does not constitute a mailing a fraudulent claim, and/or committing mail fraud (Title 13, Sec 1331 USC).
- 3. PROOF OF CLAIM that STATEBRIDGE COMPANY LLC as an 'artificial entity/creature,' created under the laws of the State of **Pennsylvania** and doing business in the State of **Pennsylvania**, by and through its Officers, Board of Directors and employees, and agents are not bound to support Article I, § X, as a 'State created entity,' in that "No State shall... make any Thing but gold and silver coin as Legal Tender in Payment of Debts."
- 4. PROOF OF CLAIM that per the **DEMAND FOR PAYMENT OF DEBT** that the payment expected *is in the nature of* <u>Valuable Consideration</u> and called 'constitutional money of account' and said 'demand' is in compliance with Title 31 UNTED STATES CODE § 371 and 12 U.S.C. § 152.
- 5. PROOF OF CLAIM that STATEBRIDGE COMPANY LLC inquired or knew that the undersigned has access to 'lawful money of account' to 'pay' the alleged contract debt- at- law without becoming a tort feasor.
- 6. PROOF OF CLAIM that the use of a (federal reserve) 'Note', or instruments certifying conveyance of Federal Reserve Notes, <u>is not only</u> a promise to pay. See <u>Fidelity savings v</u> Grimes, 131 P2d 894.
- 7. PROOF OF CLAIM that Legal Tender (federal reserve) Notes, or instruments certifying conveyance of Federal Reserve Notes, <u>are</u> good and lawful money of the United States. See Rains v State, 226 S.W. 189.
- 8. PROOF OF CLAIM that Federal Reserve Notes, or instruments certifying conveyance of Federal Reserve Notes, <u>are not</u> valueless. <u>See IRS Codes Section 1.1001-1 (4657)</u> C.C.H. (Note; Federal reserve Bank says "Federal Reserve Notes.. "... have no value.")
- 9. PROOF OF CLAIM that (federal Reserve) Notes, or instruments indicating a conveyance of Federal Reserve Notes, <u>do</u> operate as payment in the absence of an agreement that they shall constitute payment.' See <u>Blachshear Mfg. Co. v Harrell</u>, 12 S.E. 2d 766.
- 10. PROOF OF CLAIM that the undersigned had a 'meeting of the mind(s)' with STATEBRIDGE COMPANY LLC pursuant to the contract/agreement in respect to full disclosure and that said alleged contract contained or contains no elements of fraud by STATEBRIDGE COMPANY LLC.
- 11. PROOF OF CLAIM that STATEBRIDGE COMPANY LLC did not, in respect to their alleged contract/agreement was not made beyond the scope of its corporate powers and the alleged contract is not unlawful and void. (see for reference McCormick v Market Natl. Bank, 165 Us 538)
- 12. PROOF OF CLAIM that the Negotiable Instruments Law was not designed to cover commercial paper, [which] IS the currency. <u>La. Stat. Ann. -R.S.</u>, 71 et seq. LSA-C.C., Art. 2139 (See on line: Affidavit of Walker Todd, Esq. a former Federal Reserve Officer)
- 13. PROOF OF CLAIM of what STATEBRIDGE COMPANY LLC loaned to the Undersigned via the alleged contract/agreement.

VERIFICATION

I, the undersigned, certify and affirm that the foregoing is true and correct to the best of my knowledge and belief under oath and upon my unlimited commercial liability.

AFFIDAVIT OF SERVICE

I, the undersigned, certify that a copy of the foregoing NOTICE OF PAYMENT-IN-FULL FOR CITY OF PHILADELPHIA' SCHOOL, WATER, SEWER, REAL ESTATE TAXES FOR CASE No.: 167 C.D. 2023 as of 06/02/2023 Nunc Pro Tunc on this 16 day of JUNE, 2023 A.D. and served upon the following parties in the manner indicated below:

By: Prepaid U.S. Mail:

DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER FRESNO, CA 93888

originals

By Prepaid U.S. MAIL:

CITY OF PHILADELPHIA ATTN: SAM SCAUVZZO, Esq. LAW DEPT - 5TH FLOOR MSB 1401 JFK BLVD, PHILADELPHIA, PA 19102

COPIES

By Prepaid U. S. MAIL:

COMMONWEALTH COURT OF PENNSYLVANIA OFFICE OF THE CHIEF CLERK **601 COMMONWEALTH AVENUE Suite 2100** PO BOX 69185 HARRISBURG, PA 17106-9185

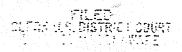
COPIES

No.: 167 C.D. 2023

Sincerely,

Without prejudice or recourse

By: James Coppedge, Prosona Sui Juris Sponte, Without prejudice, UCC 1-207.4/1-308, 3-419 All Rights are Explicitly Reserved. Non Pro Tunc **Authorized Representative** Surety and Trustee for the Principle Attorney-In-Fact, c/o 52 Barkley Court Dover, Delaware, Republic [19904]



20 PM 3:00

AFFIDAVIT OF JAMES COPPEDGE

251 N. DUPONT HIGHWAY, PMB #120

CASENO 1: 2-64-0005. 6ms

DOVER, DELAWARE [19901]

MOTION FOR DEFAULT JUBGERENT AGAINST

STATE OF DELAWARE

DEFENDENT US BANG N.A.

COUNTY OF KENT

AFFIDAVIT OF INDEPENDENT STATUS

XX

Comes now. James Coppedge, your Affiant, being competent to testify and being over the age of 21 years & age, after first being duly sworn according to law to tell the truth to the facts related herein states that he has firsthand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge.

- 1. That your Affiant is one of the People of these united States of America, being a creation of God and born in Brooklyn. New York, live in Dover, Delaware, in one of the several States.
- Your Affiant is a living, breathing, sentient being on the land, a Natural Person and therefore
 is not and cannot be any ARTIFICIAL PERSON and, therefore, is exempt from any and all
 identifications, treatments, and requirements as such pursuant to any process, law, code,
 or statute or any color thereof.
- 3. Your Affiant notices that in these united States of America, the authority of any and all governments reside in the People of the land. for government is a fiction of the mind and can only be created by the People, effected by the People, and overseen by the People for the benefit of the People.
- 4. Your Affiant at all times claims all and waives none of his God given secured and guaranteed Rights pursuant to the Declaration of Independence and the Constitution of the united States of America as ratified 1791 with the Articles of the Amendments.
- 5. Your Affiant notices that pursuant to the Constitution of the united States of America as ratified 1791 with the Articles of the Amendments, Article VI paragraph 2, "This Constitution and the Laws of the united States which shall be made in Pursuance thereof; and all Treaties made, under the authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding".
- 6. Your affiant notices, that as a matter of their lawful compliance to the referenced Constitution, any of the People, while functioning in any Public capacity, in return for the trust of the People, are granted limited delegated authority of and by the People, with specific duties delineated in accordance thereof, shall only do so pursuant to a lawfully designated, sworn and subscribed Oath of Office and any and all bonds required thereof.
- 7. Your Affiant notices that the only court authorized by the referenced Constitution to hear

matters of the People is a court that conforms to and functions in accordance with Article III Section 2 of the referenced Constitution in which all officers of the court abide by their sworn and subscribed oaths of office and support and defend the Rights of the People, and are heard only Trial by jury and in accordance with all aspects of due process of law.

- 8. Your Affiant notices that pursuant to this supreme Law of the Land and the God given Rights secured and guaranteed therein, this Constitution is established to ensure that the dominion granted by God to all People, on this land, shall endure, and ensure forever that this People on this land be free from any and all slavery, indenturement, tyranny, and oppression under color of any law, statute, code, policy, procedure, or of any other type.
- 9. Your Affiant further notices that pursuant to this Constitution, Affiant cannot be compelled, manipulated, extorted, tricked, threatened, placed under duress, or coerced, or so effected under color of law by any Natural Person, who individually, or in any capacity as or under any Artificial Person, agency, entity, officer, or party, into the waiving of any of Affiant's Rights or to act in contradiction thereof, or to act in opposite of the moral conscience and dominion granted Affiant by God, nor can Affiant be deprived of any of these Rights, privileges, and immunities except by lawful process in accordance with the Law, without that Natural and or Artificial Person, in whatever capacity, in so doing, causing injury to your Affiant and thereby committing numerous crimes, requiring lawful punishment therefrom.

Further, Affiant sayeth naught.

By: James Coppedge, CCC 1-308
Authorized Representative &
Secured Party Creditor

Before me. White w. Who has a Notary Public duly authorized by the State of Deacher of personally appeared James Coppedge, who has sworn to and subscribed in my presence, the foregoing document, on this 37 day of March in the Year 2012.

Notary Public

GERTIFICATION OF SERVICE

1, James Conpose, ATTICONY-IN-THAT, FOR THE PLANTIFF OF CENTY AND ASTERNATION OF THAT A COPY OF THIS DESCRIPTION SERVED EPONTHE ATTORNEY OF RECOMP FOR U.S. BANK N. A ONTHIS DATE ATTORNEY. BY REGULAR MAIL.

UCC FINANCING STATEMS	ENT AMENDMENT		
A NAME & PHONE OF CONTACT AT FILE			
B. E-MAIL CONTACT AT FILED ((0)(0)22)		
		Delaware Dans	
G. SEND ACKNOWLEDGMENT TO (Nam	e and Address)	Delaware Department of S U.C.C. Filing Section	
JAMES COPPEDGE 52 BARKLEY COURT		Filed: 02:01 PM 06:09:203 U.C.C. Juitial Filing No: 2009 0	
DOVER, DELAWARE 11990			
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DOUBLE BOOKING ENTRIES

CITY OF PHILADELPHIA
ATTN: cfo: JAMES J. ZWOLAK, ESQ.
M.S. B. 1401 JFK BLV., 5th FL
PHILADELPHIA, PA 19102

RE: 2113 W. Erie Ave. Phila., PA 19140 Date: 07/28/2021

Greetings Mr. Zwolak, Esq.

AFFIDAVIT

I believe the debt has been paid; please advise me whether or not you have received payment for account #: BRT: 131066400 , which is Accepted and Returned for Value and that the alleged debt of \$\frac{\$71,115.55}{2}was not paid or settled in full by the United States Treasury, my fiduciary, within the past 45 days or longer, Upon Proof of Claim of the following:

- 1). Upon proof of claim that you or the third party assigned to collect the allege debt has not been assigned to defraud me of my credit, after knowing that the alleged debt had been paid, disregarding the law, pursuant to Title 18, Part I, chapter 42, Section 894, Chapter 44, Section 661, and Title 26, Section 7214, Extortion, and the National Currency Act, Section 27, 28 53, Embezzlement, Theft. UCC 3-603.
- 2). Upon proof of claim that the reason you have transferred this account was not to block my credit in order to Double Book Entry the account by demanding a second payment without the U. S. Treasury's knowledge of the fraudulent action,
- 3). Upon proof of claim that I am not the Surety for the Principal, and that I not the Authorized Representative of the Accounting.

If Blocking my credit was an accident, please correct the record immediately in accordance with the Fair Debt Collection Practices Act: 15 USC SECTION 1692, Freedom of information Act 5 USCA SECTION 552, and therefore a Correction of the Credit Report because of privacy violations is a must: Title 18 U.S.C. Sec. 1702, 1708 1341, 1343, 2510 2511, 2517. Please Note: Postal violations and Mail Fraud: Titles 18 & 39.

Finally, your failure to rebut this Affidavit of Truth within 10 days will serve as your confession to the above crimes; if you do not close this account, you and your clienteles agree to a penalty of \$5 million USD if you do not close and credit this accounting in addition to any criminal penalties the Law may impose. Response by Affidavit point for point only will be accepted.

Without prejudice or recourse All rights, explicitly reserved.

Re: UCC 3 and Bill Presentments attached. Please review and correct the accouting errors.

By: James Coppedge, UCC1-308

Au norized Representative of
JAMES COPPEDGE:

Attorney-In-Fact

IRS DEBT PAYOFF: 2113 W. ERIE AVE. Registered Mail No. <u>RE 853 530 130 US</u>

To: IRS Technical Support Division c/o The Treasury UCC Contract Trust Department of the IRS.

Department of the Treasury 1500 Pennsylvania Avenue, NW Washington, D.C. 20220

From:

JAMES COPPEDGE 52 BARKLEY CT DOVER, DELAWARE 19904 FOR KRISHA M. COPPEDGE h/w

In Re:

Payment and Setoff UCC Contract Trust Account 210-34-2201 Private Offset Account 210342201 Case ID.: 2209T0110

Date: 10/22/2022

UCC 1 - 2009 0491016 (10/17/2018)

Attention Agent:

Please find enclosed payment for settlement and closure of Account ID: 2209T0110 /EIN 210342201, JAMES COPPEDGE, SSN: Last 4: 2201 held by CITY OF PHILADELPHIA/DEPARTMENT OF REVENUE. Please send this payment to same said vendor at the following business location:

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY TRIAL DIVISION – CIVIL EIN# 182565701

CITY OF PHILADELPHIA/DEPARTMENT OF REVENUE, NOTICE OF CIVIL TAX PETITION Account. DUE bill is Accepted for Value and Returned for Settlement (See enclosed Money Order and IRS Form 1040V, 1099-A, IRS FORM 56). I, the undersigned, am the Creditor/Owner of the Treasury Offset Account accessed by the IRS and FMS, Inc. I am requiring the IRS to pay this bill in full on behalf of JAMES COPPEDGE and with full disclosure for JAMES COPPEDGE's contact information and the vendor's account number be forwarded, along with this payment, for proper reconciliation.

Please have the DEPARTMENT OF THE TREASURY issue THREE (3) Check ONE (1) to" CITY OF PHILADELPHIA in the sum certain assessment amount of \$61,600.00 ESTATEMATED REAL ESTATE TAX BILLS. CHECK TWO (2) PGW in the sum certain assessment amount of \$505.53; CHECK # THREE (3) WATER BILL in the sum certain assessment amount of \$5,114.85 as an estimate with the true bill amount to be determined by the Internal Revenue Service and within a reasonable time frame and that the Internal Revenue Service notice vendor, in writing, the account: due October 28, 2022 for which this payment is made. I expect a bill as a confirmation that the payment has been facilitated. The vendor must allow 45 days for the DEPARTMENT OF TREASURY to respond for settlement. The BRT/OPA # is 131066400. The alleged Mortgage of \$50,000.00 has been satisfied in the sum certain amount of \$50,000.00. The Mortgage was satisfied by a private negotiable debt instrument (UCC 3) in the said sum certain amount. [Please see Exhibits]

Honey order 1

Now it is obvious that the ASSESSED TAXES are either over BILLED or in excess of the amount certain due. So as the negotiable instruments discharge the assessed sum certain in excess due, the instruments identify me as the sponsor for the credit that funded the Treasury Bill in the first place; proof that a federal tax debt exists on CITY level; and proves pre-payment using my credit, pursuant to UCC 3-419, 3-603 & 3-604. Please assess the difference in over payment and please the return the overpayment to sponsor by check.

Two of the properties listed are not mine and its TAXES are not mine; namely, 6733 LINMORE AVENUE, I am not JAMES A. COPPEDGE; 3837 BOUVIER ST is not mine. These errors come with liabilities which I believe are tied to me one way or another. So I demand an accounting and refund.

Thank you in advance for your assistance in this matter.

Under Reservation,

JAMES COPPEDGE, 210-34-2201

Authorized Agent,

Without prejudice, UCC 1-207.4/1-308, 3-419

All rights are explicitly reserved. [HJR-192]

Attachments: Bill Accepted for Value (Original)

Private Money Order (Original)

IRS Form 1040V (Original)

IRS Form 1099A (Copy of Copy "C") IRS Form 56 (Copy of 56 to IRS Comm.)

MEMORANDUM OF LAW AFFIDAVIT OF STATUS

Notice of Double Booking Entries

CC:

CITY OF PHILADELPHIA/DEPARTMENT OF REVENUE, NOTICE OF CIVIL TAX PETITION Account. : CASE ID# 2209T0110/EIN 210342201. JAMES COPPEDGE. [Please see attachments]

Form No. IRS-SETOFF-for JAMES COPPEDGE for 2113 W. Erie Avenue, Phila. PA 19140.

SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3.	COMPLETE THIS SECTION ON DELIVERY	
so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: J. Z. Z. W. & J. & E. & D. D. C., Columbia 1. YOUTFRBLUSSE D. D. C. Solumbia L. W. B. L. L. S. C. F. C. C. L. L. L. S. C. F. C.	A. Signature X B. Received by (Printed Name) D. Is delivery address different from If YES, enter delivery address be CELV	Agent Address C. Date of Delive item 1? Yes
9590 9402 5804 0034 5567 10. Article Number (Transfer from service label)	3. Service The 3. Service The Adult Signature Restricted Delivery Collect on Delivery Collect on Delivery Collect on Delivery Collect on Delivery Festricted Delivery Insured Mail	Priority Mail Express® Registered Mail™ Registered Mail Restricte Delivery Return Receipt for Aerchandise Ignature Confirmation™ Ignature Confirmation estricted Delivery

VERIFICATION

I, the undersigned, certify and affirm that the foregoing is true and correct to the best of my knowledge and belief under oath and upon my unlimited commercial liability.

CERTIFICATE OF SERVICE

I, the undersigned, certify that a copy of the foregoing PETITION FOR RESTRAINING ORDER: A CONTEST OF DOUBLE BOOK ENTRIES AGAINST THE CITY OF PHILA. DEPART. OF REVENUE: James J. Zwolak, Esq. Divisional Deputy City Solicitor for the CITY OF PHILADELPHIA was served on this 30 day of JUNE AD 2023 upon the following parties in the manner indicated below:

By U.S. Mail Pre-paid:

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA 601 MARKET STREET PHILADELPHIA, PA 19102

By U.S. Mail Pre-paid:

CITY OF PHILADELPHIA
JAMES J. ZWOLAK, ESQ.
Divisional Deputy City Solicitor
City of Philadelphia, Law Department
1401 JFK BLVD, 5TH FL
Philadelphia, PA 19102

Without prejudice

By: James Coppedge, Prosona Sui Juris Sponte, Without prejudice,

UCC 1-207.4/ 1-308, 3-419

All Rights are Explicitly Reserved.

06/30/23

Non Pro Tunc

Authorized Representative

Surety and Trustee for the Principle

Attorney-In-Fact,

c/o 52 Barkley Court

Dover, Delaware, Republic

near [19904]